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April 08, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EMERGENCY HOSPITAL AND MEDICAL CARE
AGREEMENT
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Request approval of Agreement with Catalina Island Medical Center to provide emergency hospital and medical care services.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director of Health Services (Director), or his designee, to execute an Emergency Hospital and Medical Care Agreement with Catalina Island Medical Center (CIMC) effective upon execution through June 30, 2023, for the provision of emergency hospital and medical care services with a maximum annual obligation of \$10,000.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 April 8, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Health Services (DHS) has determined that CIMC, which is the only medical facility on the Island, requires supplemental funding to ensure the continued provision of emergency medical care to indigent patients on the island. Funds in the Hospital Services Account, which was established through funds from the Maddy Emergency Medical Services (EMS) Fund, are available for these services, however Board approval is required to disburse these funds.

Approval of the recommendation will allow the Director to execute an Agreement, substantially similar to Exhibit I, with CIMC to provide ongoing reimbursement for the continued provision of emergency medical care to indigent patients on the Island.

Implementation of Strategic Plan Goals

The recommended action supports Goal 3, Integrated Services Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no net County cost for the CIMC Agreement. The County's maximum obligation for the period effective upon execution through June 30, 2023 is \$100,000.

Funding is included in the Hospital Services Account's Fiscal Year 2013-14 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1987, the state legislature enacted Senate Bill (SB) 12 allowing each county to establish, finance, and administer an emergency medical services fund, which is referred to as the Maddy EMS Fund. The Maddy EMS Fund compensates health care providers for emergency services for people who do not have health insurance and cannot afford to pay for emergency care and for discretionary EMS purposes. SB 12 was subsequently amended in 1988 (SB 612, Maddy) to create a penalty assessment of \$2 per \$10 levied on applicable fines, penalties, and forfeitures (Government Code 76000). The bill was again amended in 2006 (SB 1773, Alarcon) to add another penalty assessment of \$2 per \$10 and modified the purpose and distribution to include a 15% allocation to the Richie's Fund for pediatric trauma (Government Code 76000.5). In 2013, SB 1773 was extended (SB 1236 and SB 191) and will expire on January 1, 2017.

The revenues in the Maddy EMS fund are collected and maintained by DHS in different accounts for Physician Services, Hospital Services and accounts designated to cover payments for other/general EMS purposes. Each of these accounts are funded based on the statutorily specified percentages of the collected revenue amount. Funds in the Hospital Services Account will be used to pay hospitals for providing disproportionate trauma and emergency medical care services to indigent patients, and for pediatric trauma payments .

On August 10, 2004, the Board approved a renewal of the Emergency Hospital and Medical Care Agreement with CIMC for reimbursement of the costs involved in the provision of emergency medical care services to indigent patients. This Agreement expired on June 30, 2010.

Following approval of the successor agreement by the Board on June 1, 2010, the Agreement was presented for signature to CIMC. At that time, however, CIMC informed the County they were unwilling to sign the agreement unless changes were made to some standard County contract provisions. The substantive nature of the changes requested by CIMC necessitated an extensive and lengthy negotiation process, numerous discussions and conferences, and requests for additional materials and information between the County and CIMC. During that time, County Counsel for DHS was consulted to ensure consistency in the contract provisions. DHS submitted a revised draft agreement which incorporated the changes approved by County Counsel to CIMC for final review and received CIMC's concurrence. Due to these changes, the revised Agreement requires resubmission to the Board for approval.

This new Agreement contains negotiated provisions regarding applicable laws, mutual indemnification of both the County and CIMC, and language that allows for termination of the agreement by either the County or CIMC. These provisions were reviewed by County Counsel and the Chief Executive Office's Risk Management Division. Changes were approved by County Counsel and incorporated into the Agreement. County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of recommendation will ensure that ongoing supplemental funding is provided for the continued provision of emergency medical care services to indigent patients on Catalina Island.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz", with a stylized flourish at the end.

Mitchell H. Katz, M.D.

Director

db

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CATALINA ISLAND MEDICAL CENTER

FOR

EMERGENCY HOSPITAL AND MEDICAL CARE SERVICES

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
CATALINA ISLAND MEDICAL CENTER
FOR
EMERGENCY HOSPITAL AND MEDICAL CARE SERVICES**

This Agreement and Exhibits made and entered into this ____ day of _____, 2014 by and between the County of Los Angeles, hereinafter referred to as County and Catalina Island Medical Center, hereinafter referred to as Hospital. Hospital is located at 100 Falls Canyon Road, Avalon, California, 90704.

RECITALS

WHEREAS, the County may contract with private businesses for Emergency Hospital and Medical Care Services when certain requirements are met; and

WHEREAS, the Hospital is a private hospital specializing in providing Emergency Hospital and Medical Care Services; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for Emergency Hospital and Medical Care Services; and

WHEREAS, County and Hospital are committed to assuring the provision of emergency medical care to indigent persons becoming ill or injured on the Island of Catalina; and

WHEREAS, Hospital's general acute care facility, licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety [H&S] Code, Section 1250, et seq.) and regulations promulgated pursuant thereto, is licensed, equipped, staffed, and willing to provide the hospital services described herein for and in consideration of the payments provided for under this Agreement and upon the conditions hereinafter set forth; and

WHEREAS, although Hospital has only a standby emergency medicine permit, it does have, and will continue to have during the term of this Agreement, a physician "on call" to serve its patients; and

WHEREAS, Hospital's facility has served, and continues to serve, as an interim receiving facility for advanced life support patients in County's emergency medical

services program who cannot be immediately transferred to mainland hospitals;
and

WHEREAS, County's payments hereunder are intended to pay for the hospital component of Hospital's emergency medical services rendered to indigent persons, and in that way help assure the continuing viability of Hospital's hospital program on the Island of Catalina; and

WHEREAS, funding for this Agreement program is derived from the "25% hospital" allocation of the Emergency Medical Services ("EMS") Fund, as defined in H&S Code Section 1797.98a.(5) (B); and

WHEREAS, this Agreement is authorized by provisions of H&S Code Sections 1451 and 1797.98e (a); and

WHEREAS, the parties desire to provide a full statement of their respective rights and responsibilities in connection with the provision or arrangement for emergency medical services by Hospital during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Payment Provisions
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Hospital's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Hospital's Administration

- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Agreement:** Contract executed between County and Hospital. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contract:** Agreement executed between County and Hospital.
- 2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.
- 2.5 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.
- 2.6 **County Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Hospital.
- 2.7 **DHS:** County's Department of Health Services
- 2.8 **Director:** County's Director of Health Services, or his duly authorized designee.

- 2.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 **Hospital Project Manager:** The individual designated by the Hospital to administer the Agreement operations after the Agreement award.
- 2.12 **Indigent Patients:** For purposes of this Agreement only, those patients at Hospital's facility who are not covered in whole or in part by Medi-Cal, Medicare, or other government health care program, or by private health insurance, or a prepaid health plan program, or through their families are unable to pay Hospital at Hospital's usual and customary rate(s).
- 2.13 **Emergency Hospital Services:** Those services provided in Hospital's facility to determine if an emergency medical condition or active labor exists and, if it does, the care, treatment and surgery by a physician necessary to relieve or eliminate the emergency medical condition, within the capability of Hospital's facility, consistent with Section 1317.1 of the California H&S Code.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Hospital shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Hospital provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Hospital, and the Hospital shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be effective upon Board approval, and shall remain in full force and effect until June 30, 2023, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Hospital shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove.

Upon occurrence of this event, the Hospital shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

- 5.1 During the term of this Agreement, County's payment to Hospital hereunder shall only be for services provided by Hospital as set forth in Exhibit B - Payment Provisions, attached hereto and incorporated herein by reference of this Agreement, at an annual maximum amount of Ten Thousand (\$10,000) Dollars.
- 5.2 The Hospital shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Hospital's duties, responsibilities, or obligations, or performance of same by any entity other than the Hospital, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Hospital shall maintain a system of record keeping that will allow the Hospital to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, the Hospital shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Agreement**

The Hospital shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Hospital after the expiration or other termination of this Agreement. Should the Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Hospital. This provision shall survive the expiration or other termination of this Agreement.

5.5 Invoices and Payments

- 5.5.1 The Hospital shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Hospital shall prepare invoices, which shall include the charges owed to the Hospital by the County under the terms of this Agreement. The Hospital's payments shall be as provided in Exhibit B - Payment Provisions, and the Hospital shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Hospital for that work.
- 5.5.2 The Hospital's invoices shall be priced in accordance with Exhibit B - Payment Provisions.
- 5.5.3 The Hospital's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Hospital shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Agreement shall be itemized on UB04 form and submitted to the following address:

Department of Health Services
Fiscal Services
313 North Figueroa Street, Room 505
Los Angeles, California 90012
Attention: Special Funds Section

5.6 Maximum Obligation of County

The annual maximum obligation of County for all services provided hereunder shall not exceed Ten Thousand (\$10,000) Dollars, effective upon execution by County's Board of Supervisors.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility

for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Hospital in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Hospital in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Hospital's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Hospital.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Project Monitor

Hospital extends to Director and to authorized representatives of the State of California the right to review and monitor Hospital's programs and procedures, hereunder and to inspect its facility for contractual compliance at all reasonable times.

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT - HOSPITAL

7.1 Hospital's Project Manager

7.1.1 The Hospital's Project Manager is designated in Exhibit F - Hospital's Administration. The Hospital shall notify the County in writing of any change in the name or address of the Hospital's Project Manager.

7.1.2 The Hospital's Project Manager shall be responsible for the Hospital's day-to-day activities as related to this Agreement

and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.2 Hospital's Authorized Official(s)

7.2.1 Hospital's Authorized Official(s) are designated in Exhibit F. Hospital shall promptly notify County in writing of any change in the name(s) or address(es) of Hospital's Authorized Official(s).

7.2.2 Hospital represents and warrants that all requirements of Hospital have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Hospital.

7.3 Hospital's Staff Identification

Hospital shall provide, at Hospital's expense, all staff providing services under this Agreement with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Hospital's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Hospital, regardless if the member of Hospital's staff passes or fails the background investigation.

7.4.2 If a member of Hospital's staff does not pass the background investigation, County may request that the member of Hospital's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Hospital or to Hospital's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Hospital's staff that does not pass such investigation to the satisfaction of

the County or whose background or conduct is incompatible with County facility access.

- 7.4.4 Disqualification of any member of Hospital's staff pursuant to this Paragraph 7.4 shall not relieve Hospital of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.5 Confidentiality

- 7.5.1 Hospital shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.2 Hospital shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Hospital, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Hospital's indemnification obligations under this Paragraph 7.5 shall be conducted by Hospital and performed by counsel selected by Hospital and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Hospital fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Hospital for all such costs and expenses incurred by County in doing so. Hospital shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Hospital shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

- 7.5.4 Hospital shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Hospital and by the Director.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Hospital and by the Director.
- 8.1.3 The Director or his designee may require, at his sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in Federal or State law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to Federal and State law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Hospital shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under

this Agreement shall be deductible, at County's sole discretion, against the claims, which the Hospital may have against the County.

- 8.2.2 Shareholders, partners, members, or other equity holders of Hospital may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Hospital to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the duties, responsibilities, obligations, or performance of same by any entity other than the Hospital, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by Hospital.

8.3 AUTHORIZATION WARRANTY

The Hospital represents and warrants that the person executing this Agreement for the Hospital is an authorized agent who has actual authority to bind the Hospital to each and every term, condition, and obligation of this Agreement and that all requirements of the Hospital have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Hospital under this Agreement shall also be reduced correspondingly. The

County's notice to the Hospital regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Hospital shall continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Hospital hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Hospital certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Hospital certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Hospital shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Hospital to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Agreement, Hospital shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

- 8.6.2 Each party shall indemnify, defend, and hold the other harmless (including its Special Districts, elected and appointed officers, shareholders, representatives, affiliates, directors, employees, and agents) from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by each party, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures.

**8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS-
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

- 8.7.1 The Hospital hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.7.2 The Hospital certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.7.3 The Hospital shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable

Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.7.4 The Hospital certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.7.5 The Hospital certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.7.6 The Hospital shall allow County representatives access to the Hospital's employment records during regular business hours to verify compliance with the provisions of this subparagraph when so requested by the County.
- 8.7.7 If the County finds that any provisions of this subparagraph have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Hospital has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Hospital has violated the anti-discrimination provisions of this Agreement.
- 8.7.8 The parties agree that in the event the Hospital violates any of the anti-discrimination provisions of this Agreement, the

County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.7.9 Anti-discrimination in Services:

Hospital shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Hospital shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.7.10 The Hospital shall certify to, and comply with, the provisions of Exhibit D - Hospital's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a

copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review

the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Hospital or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Hospital who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Hospital shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Hospital warrants that it is not now aware of any facts that create a conflict of interest. If the Hospital hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification

of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Hospital require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Hospital shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list who make themselves known to CIMC during the life of this Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Hospital require additional or replacement personnel after the effective date of this Agreement, the Hospital shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Hospital's minimum qualifications for the open position. If the Hospital decides to pursue consideration of GAIN/GROW participants for hiring, the Hospital shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants by job category to the Hospital.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is

presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 HOSPITAL'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Hospital understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. The Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Hospital with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Hospital acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Hospital's duty under this Agreement to comply with all

applicable provisions of law, the Hospital warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Hospital's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Hospital's compliance with all Agreement terms and conditions and performance standards. Hospital deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Hospital. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Hospital shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Hospital or employees or agents of the Hospital. Such repairs shall be made immediately after the Hospital has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Hospital fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Hospital by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Hospital warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Hospital shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Hospital shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Hospital shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Hospital or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.18 FACSIMILE REPRESENTATIONS

The County and the Hospital hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Hospital shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Hospital's employees for which the County may be found jointly or solely liable.

8.20 HOSPITAL PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Hospital recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Hospital during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Hospital for which County may immediately terminate this Agreement.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Hospital agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Agreement is by and between the County and the Hospital and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Hospital. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Hospital shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Hospital.

8.22.3 The Hospital understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Hospital and not employees of the County. The Hospital shall be solely liable and responsible

for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Hospital pursuant to this Agreement.

8.22.4 The Hospital shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Hospital shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Hospital's acts and/or omissions arising from and/or relating to this Contract.

The Hospital shall have no obligation to indemnify, defend and hold County harmless for liability arising out of County's negligence or willful misconduct.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Hospital's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Hospital shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Hospital pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Hospital for liabilities which may arise from or relate to this Agreement.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Hospital's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Hospital's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Hospital and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Hospital identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Hospital, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
 Contracts and Grants Division
 313 North Figueroa Street, 6East
 Los Angeles, California 90012
 Attention: Kathy K. Hanks, C.P.M.
 Director, Contract & Grants
 And

County of Los Angeles
 Emergency Medical Services Agency
 10100 Pioneer Boulevard, Suite 200
 Santa Fe Springs, California 90670
 Attention: Administrative Services

Hospital also shall promptly report to County any injury or property damage accident or incident, including any injury to a Hospital employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Hospital. Hospital also shall promptly notify County of any third party claim or suit filed against Hospital or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Hospital and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Hospital's General Liability policy with respect to liability arising out of Hospital's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Hospital's acts or omissions, whether such liability is attributable to the Hospital or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Hospital shall provide County with, or Hospital's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the

County, upon which the County may suspend or terminate this Agreement.

8.24.4 Failure to Maintain Insurance

Hospital's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Hospital, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Hospital resulting from said breach.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.

8.24.6 Hospital's Insurance Shall Be Primary

Hospital's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Hospital. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Hospital coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Hospital hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Hospital shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Hospital shall include all Sub-Contractors as insureds under Hospital's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Hospital shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Hospital as additional insureds on the Sub-Contractor's General Liability policy.

Hospital shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Hospital's policies shall not obligate the County to pay any portion of any Hospital deductible or SIR. The County retains the right to require Hospital to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Hospital's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Agreement. Hospital understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Hospital use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Hospital's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Hospital will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to

Hospital's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Professional Liability/Errors and Omissions

Insurance covering Hospital's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Hospital understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Hospital shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.27 LIQUIDATED DAMAGES

Intentionally Omitted

8.28 MOST FAVORED PUBLIC ENTITY

Intentionally Omitted

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

Provision incorporated into Paragraph 8.7

8.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Hospital. This Agreement shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The Hospital shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Hospital regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or his designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Hospital shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Hospital shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

- 8.35.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - County's Administration and E - Hospital's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.
- 8.35.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Hospital's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Hospital and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

- 8.37.1 Any documents submitted by the Hospital; all information obtained in connection with the County's right to audit and inspect the Hospital's documents, books, and accounting records pursuant to sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if

disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Hospital agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

- 8.38.1 The Hospital shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Hospital's need to identify its services and related clients to sustain it, the County shall not inhibit the Hospital from publishing its role under this Agreement within the following conditions:

- The Hospital shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Hospital shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.38.2 The Hospital may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.38 shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Hospital shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Hospital shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Hospital agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy,

or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Hospital and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Hospital at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Hospital shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.39.1 In the event that an audit of the Hospital is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Hospital or otherwise, then the Hospital shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Hospital's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.2 Failure on the part of the Hospital to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.39.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Hospital regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Hospital, then the difference shall be either: a) repaid by the Hospital to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Hospital from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Hospital, then the difference shall be paid to the Hospital by the County by cash

payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.39.4 Patient Records

Hospital shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Hospital at Hospital's private office, then Hospital shall also maintain such records on any such patient. Such records all include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Hospital's office shall be retained by Hospital for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Hospital at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

8.39.5 Knox-Keene Health Care Services Requirements

If Hospital provides medical services hereunder at its private offices, Hospital shall further maintain all applicable books, documents, and records regarding services rendered to subscribers or enrollees of the Los Angeles County Community Health Plan for a period of five (5) years following the expiration or earlier termination of this Agreement. This obligation shall not be terminated upon expiration or termination of this Agreement.

Director shall have the right to inspect, as reasonable times upon demand during the term of this Agreement and for five (5) years thereafter, Hospital's books, records, and papers relating to: (1) the provisions of health services at Hospital's office to subscribers or enrollees of the Los Angeles County Community Health Plan, (2) the costs thereof, (3) co-payments received by Hospital from subscribers or enrollees and, (4) the financial condition of Hospital.

Hospital shall maintain such records and provide such information to the Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (California Health and Safety Code sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

8.39.6 Audit/Compliance Review

In the event County representatives conduct an audit/compliance review of Hospital, Hospital shall fully cooperate with County's representatives. Hospital shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Hospital's photocopier, for which County shall reimburse Hospital its customary charge for record copying services, if requested. Director shall provide Hospital with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Hospital. Hospital shall be provided with a copy of any resultant written evaluation report(s).

Hospital shall have the opportunity to review County's findings for Hospital, and Hospital shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Hospital for all claims paid during the audit/compliance review period to determine Hospital's liability to County.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Hospital

agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.41 SUBCONTRACTING

8.41.1 The requirements of this Agreement may not be subcontracted by the Hospital **without the advance approval of the County**. Any attempt by the Hospital to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.41.2 If the Hospital desires to subcontract, the Hospital shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.41.3 The Hospital shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Hospital employees.

8.41.4 The Hospital shall remain fully responsible for all performances required of it under this Agreement, including those that the Hospital has determined to subcontract, notwithstanding the County's approval of the Hospital's proposed subcontract.

8.41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Hospital is responsible to notify its Subcontractors of this County right.

8.41.6 The Director or his designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Hospital shall forward a fully executed subcontract to the County for their files.

8.41.7 The Hospital shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.41.8 The Hospital shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Hospital shall ensure delivery of all such documents to:

County of Los Angeles
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, California 90670
Attention: Administrative Services

before any Subcontractor employee may perform any work hereunder.

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Hospital to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Hospital's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Hospital to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of the Hospital, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

- 8.43.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County or Hospital, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Hospital or County specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

- 8.43.2 After receipt of a notice of termination and except as otherwise directed in writing by the County, the Hospital shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Hospital under this Agreement shall be maintained by the Hospital in accordance with sub-paragraph 8.39, Record Retention and Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

8.44.1 The County may, by written notice to the Hospital, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

- Hospital has materially breached this Agreement; or
- Hospital fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Hospital fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.44.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Hospital shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Hospital shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Hospital shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Hospital. Such causes may include, but are not limited to: acts of

God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Hospital. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Hospital and Subcontractor, and without the fault or negligence of either of them, the Hospital shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Hospital to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.44.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.44, it is determined by the County that the Hospital was not in default under the provisions of this sub-paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.43 - Termination for Convenience.
- 8.44.5 The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

- 8.45.1 The County may, by written notice to the Hospital, immediately terminate the right of the Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Hospital, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Hospital's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Hospital as it could pursue in the event

of default by the Hospital.

8.45.2 The Hospital shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Hospital. The Hospital shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Hospital is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Hospital under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Hospital; or
- The execution by the Hospital of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Hospital, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Hospital, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Hospital or any County Lobbyist or County Lobbying firm retained by the Hospital to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Hospital's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Hospital in writing of any such non-allocation of funds at the earliest possible date.

8.49 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Hospital warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Hospital for the purpose of securing business.

8.51.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Hospital acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Hospital qualifies for an exemption or exclusion, Hospital warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Hospital to maintain compliance with the requirements set forth in Paragraph 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Hospital to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Hospital, pursuant to County Code Chapter 2.206.

8.54 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

8.54.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and their implementing regulations. Hospital understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA/HITECH and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA/HITECH.

- 8.54.2 The parties acknowledge their separate and independent obligations with respect to HIPAA/HITECH, and that such obligations relate to transactions and code sets, privacy, and security. Hospital understands and agrees that it is separately and independently responsible for compliance with HIPAA/HITECH in all these areas and that County has not undertaken any responsibility for compliance on Hospital's behalf. Hospital has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Hospital's obligations under HIPAA/HITECH, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 8.54.3 Hospital and County understand and agree that each is independently responsible for HIPAA/HITECH compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA/HITECH laws and implementing regulations related to transactions and code sets, privacy, and security.
- 8.54.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA/HITECH, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.55 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

- 8.55.1 Hospital hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Hospital will notify Director within ten (10) calendar days in writing of: (1) any event that would require Hospital or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Hospital or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- 8.55.2 Hospital shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Hospital or its staff members from

such participation in a Federally funded health care program.

- 8.55.3 Failure by Hospital to meet the requirements of this subparagraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.56 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Hospital agrees that for a period of five (5) years following the furnishing of services under this Agreement, Hospital shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Hospital which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Hospital carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Hospital agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.57 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Hospital's services under this Agreement, Hospital shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.58 UNLAWFUL SOLICITATION

Hospital shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Hospital agrees that if a

patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.2 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.2.1 Hospital staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.2.2 Hospital staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Hospital staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.2.3 Hospital staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Hospital has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

CATALINA ISLAND MEDICAL CENTER

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM
JOHN KRATTLI, COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK FOR EMERGENCY HOSPITAL AND MEDICAL CARE

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Agreement is intended to pay for the provision of hospital services to emergency indigent patients at Hospital's facility, until their discharge or their transfer to a mainland facility, which shall not exceed forty-eight (48) hours of inpatient care. The parties understand that Hospital does not have all the staffing or equipment capability of a large mainland hospital. However, during the term of this Agreement, Hospital shall maintain its staffing and equipment capability at least at the level which existed upon the date of execution of this agreement.

2.0 COUNTY RESPONSIBILITIES

The County will administer the Agreement according to the Agreement, Paragraph 6.0, Administration of Agreement - County. Specific duties will include:

- 2.1.1 Monitoring the Hospital's performance in the daily operation of this Agreement.
- 2.1.2 Providing direction to the Hospital in areas relating to policy, information, and procedural requirements.
- 2.1.3 Preparing Amendments in accordance with the Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

3.0 HOSPITAL RESPONSIBILITIES

The Hospital will administer the Agreement according to the Agreement, Paragraph 7.0, Administration of Agreement - Hospital. Specific duties shall include:

3.1 Services

- 3.1.1 Hospital's facility at all times during the term of this Agreement shall have a licensed physician "on call" and readily available and capable to serve eligible emergency patients.
- 3.1.2 Hospital shall maintain for the term of this Agreement a record of all 9-1-1 patients brought by prehospital care personnel to Hospital's facility.
- 3.1.3 Hospital shall designate an individual with experience in prehospital and emergency department matters to communicate with staff of County's Department of Health Services (Department or DHS) Emergency Medical Services (EMS) Agency on issues regarding 9-1-1 patients and other service area issues.
- 3.1.4 Hospital shall, upon request of staff of County's EMS Agency, submit copies of all records and logs pertaining to prehospital care of patients and

personnel involved in providing services pursuant to this Agreement. County's EMS Agency shall comply with all applicable Federal and State laws relating to confidentiality and shall maintain the confidentiality of all records submitted in compliance with this subparagraph.

3.2 Patient Records

Hospital shall maintain adequate treatment records on each patient, which shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records shall meet State hospital licensure requirements and shall be retained by Hospital for a period of at least five (5) years following the expiration or termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Hospital at a location in Los Angeles County and shall be made available at all reasonable times upon request to authorized representatives of Director or of State, or of both, for purposes of inspection, audit, and photocopying.

3.3 Audit/Compliance Review

In the event County or State representatives, or both, conduct an audit/compliance review of Hospital, Hospital shall fully cooperate with such representatives. Hospital shall allow the County or State representatives, or both, access to all pertinent financial and other reports, and medical records, and shall allow photocopies to be made of these documents utilizing Hospital's photocopier, for which County shall reimburse Hospital's its customary charge for record copying services, if requested. Such audit/compliance review shall not extend to records on information of medical staff or peer review committees made privileged by Evidence Code Section 1157. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Hospital. Hospital shall be provided with a copy of any written evaluation reports.

3.4 Availability of Personnel, Facilities, Protocols

Hospital shall make its personnel, facilities, and medical protocols available to assist Director, or State representative(s), or of both, to verify compliance with applicable standards and regulations and with the terms of this Agreement.

3.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Hospital.

3.6 Training

3.6.1 Hospital shall provide training programs for all new employees and continuing in-service training for all employees.

3.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment.

4.0 ADDITION AND/OR DELETION OF TASKS

All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Agreement.

5.0 QUALITY ASSURANCE PLAN

County has established a Quality Assurance Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and other County contracts, and to assure a standard of care by Hospital and others which is consistent with the laws of the State and Federal governments, with County quality assurance standards, and with the prevailing standards of medical practice in the community. Hospital agrees to adhere to the standards thereby established for emergency services and to permit review by County's quality assurance committee representatives of Hospital's patient charts and patient records for indigent patients hereunder. The County will evaluate the Hospital's performance under this Agreement using the quality assurance procedures as defined in this Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan. Such review shall not extend to records of medical staff committees protected under Evidence Code Section 1157.

5.1 Program

Hospital shall have a written Quality Assurance Program that describes the program's objectives, organization, and mechanisms for overseeing the effectiveness of monitoring, evaluation, and problem-solving activities and shall provide a copy of such Quality Assurance Program to Director upon request. Hospital shall maintain records of peer review plans, audit results, problems identified, and corrective actions for a period of ten (10) years from the date such records were prepared, and shall have them available upon request at any and all reasonable times for review by County's Quality Assurance Committee.

5.2 Patient Complaints

Hospital shall adopt and post in a conspicuous place a written policy on resolving patient complaints. Procedures for resolving a patient's complaint may be combined with a patient grievance procedure. Complaints by a patient with regard to substandard conditions may be investigated by County, the State Department of Health Services, Licensing and Certification Division or such other agency as required by law or regulation.

5.3 Standards of Care

Hospital shall provide for supervision and monitoring of the medical care provided to patients under this Agreement, in accordance with recognized standards therefore through regular review of patient medical records by Hospital's appropriately designated medical staff committee(s).

5.4 Hospital Compliance

Hospital shall be in conformance with all applicable Federal and State statutes, regulations, and related requirements, as amended from time to time, which are applicable to Hospital's provision of services under this Agreement.

5.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Hospital's performance.

6.0 GREEN INITIATIVES

- 6.1 Hospital shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 6.2 Hospital shall notify County's Project Manager of Hospital's new green initiatives prior to the Agreement commencement.

EXHIBIT B

PAYMENT PROVISIONS

During the term of this Agreement, County's payment to Hospital hereunder shall not exceed the first forty-eight (48) hours of care for indigent patients and shall be paid as follows:

1. Only the costs of hospital emergency care rendered by Hospital to indigents, as herein defined, are covered. Hospital shall make all reasonable efforts to bill and collect these costs from the patient, responsible family members, and public and private third-party insurers and prepaid health plans, as appropriate, before invoicing County. These efforts shall be recorded by Hospital and the resultant records shall be made available, upon request, at any and all times during Hospital's facility's regular business hours, to County staff authorized by Director during the term of this Agreement and for a period of five (5) years thereafter for inspection, audit, and photocopying.
2. Reimbursement for hospital component of inpatient services shall be at the Average Medi-Cal Contract Rate for Southern California Reported by the California Medical Assistance Commission ("CMAC") in its last annual report to the legislature. Hospital services performed on and after the date of that report's publication shall be paid at the Average Medi-Cal Contract Rate reflected therein until a new report is published, at which time new report's rate shall govern payment of Hospital services rendered on and after the date of the new report.
3. Only services provided by Hospital during County fiscal years (upon execution of the agreement through June 30, 2023) are covered under this Agreement with a maximum cost of \$10,000 annually (pro-rated for each portion of a year thereof).
4. All Hospital claims for reimbursement must be received by the County within four (4) months after the close of the fiscal year during which services were provided, no later than the last working day of October for the prior fiscal year ended in the prior June.
5. Invoices to County for hospital services hereunder, which must be itemized and detailed on a UB-04 form, shall be mailed to:

County of Los Angeles
Department of Health Services
Fiscal Services-Special Revenue Unit
313 North Figueroa Street, Room 505
Los Angeles, California 90012

6. Upon receipt of County payment for a patient hereunder, Hospital shall cease all billing attempts to recover payment from the patient, the patient's family or other third-party payers and County is subrogated to Hospital's right against all such parties.
7. Any and all payments received by Hospital from patient, responsible family members, public and private third party insurers, or prepaid health plans must be immediately reported to County's Expenditure Management Division, as indicated hereinabove in Paragraph 6. Hospital shall refund the amount equal to the payment previously made to Hospital by County. In the absence of such refund, the amount of the refund may be deducted from future payments owed to Hospital by County under this Agreement.
8. Hospital's physicians, if appropriate, may bill County for professional care provided patients at Hospital's facility by separate agreements under County's Physician Services for Indigents Program.

HOSPITAL'S EEO CERTIFICATION

Hospital Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

HOSPITAL'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Hospital has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Hospital periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Hospital has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Hospital has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Richard Tadeo
Title: Assistant Director
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, California 90670
Telephone: (562) 347-1610 Facsimile: (562) 941-5835
E-Mail Address: rtadeo@dhs.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Deidre Gorospe
Title: Senior EMS Program Head
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, California 90670
Telephone: (562) 347-1661 Facsimile: (562) 946-6701
E-Mail Address: dgorospe@dhs.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Richard Tadeo
Title: Assistant Director
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, California 90670
Telephone: (562) 347-1610_ Facsimile: (562) 941-5835
E-Mail Address: rtadeo@dhs.lacounty.gov

HOSPITAL'S ADMINISTRATION

HOSPITAL'S NAME: Catalina Island Medical Center

CONTRACT NO: _____

HOSPITAL'S PROJECT MANAGER:

Name: John Freil
Title: Chief Executive Officer
Address: 100 Falls Canyon Road
Avalon, California 90704
Telephone: (310) 510-0700 Extension 27
Facsimile: (310) 510-2938
E-Mail Address: jfreil@cimedicalcenter.org

HOSPITAL'S AUTHORIZED OFFICIAL(S)

Name: Dawn Sampson
Title: Director, Grants and Social Services
Address: 100 Falls Canyon Road
Avalon, California 90704
Telephone: (310) 510-0520
Facsimile: (310) 510-2938
E-Mail Address: dsampson@cimedicalcenter.org

Notices to HOSPITAL shall be sent to the following:

Name: John Freil
Title: Chief Executive Officer
Address: 100 Falls Canyon Road
Avalon, California 90704
Telephone: (310) 510-0700 Extension 27
Facsimile: (310) 510-2938
E-Mail Address: jfreil@cimedicalcenter.org

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
 - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
 - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

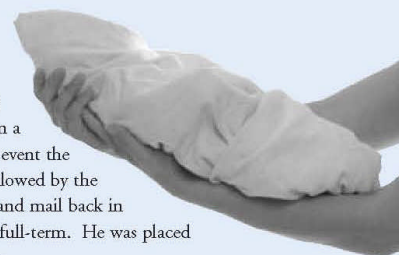
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

